

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is between the Office of the Indiana Attorney General (hereinafter the "State") and Huber Consulting, LLC, whose address is 510 E. Cottage Grove Ave., Suite 2L, Bloomington, IN 47408 (hereinafter "Consultant").

WITNESSETH

WHEREAS, the Indiana Unclaimed Property Act (IC 32-34-1) charges the State with the duty of collecting and maintaining unclaimed property and returning the same to legitimate holders; and

WHEREAS, due to statutory changes (1) regarding the demutualization of insurance companies and (2) regarding processing of certain identifiable claims, the State finds it necessary to re-evaluate, streamline and simplify its process for submitting, verifying, and processing claims and for monitoring holder compliance; and

WHEREAS, the Consultant has specific knowledge and expertise in providing this type of service.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed by and between the State and Consultant as follows:

1. Duties of Consultant

Consultant shall perform the duties described more fully in Exhibit A, attached hereto and incorporated herein by reference.

2. Consideration.

Consultant shall be paid an hourly rate of eighty-five dollars (\$85.00). Total remuneration under this Contract shall not exceed twenty-three thousand dollars (\$23,000.00).

3. Term

The term of this Contract is from February 1, 2004 to July 31, 2004.

4. Access to Records

The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Consultant shall make such materials available at its offices at all reasonable times during this Contract term, and for three (3) years from the date of final

payment under this Contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Consultant shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Consultant may assign its right to receive payments to such third parties as the Consultant may desire without the prior written consent of the State, provided that Consultant gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

7. Authority to Bind Consultant

Notwithstanding anything in this Contract to the contrary, the signatory for the Consultant represents that he/she has been duly authorized to execute contracts on behalf of the Consultant and has obtained all necessary or applicable approvals from the home office of the Consultant to make this Contract fully binding upon the Consultant when his/her signature is affixed, and this Contract is not subject to further acceptance by Consultant when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in scope, character or complexity of the work after the work has begun, adjustments in compensation to the Consultant shall be determined by the State in the exercise of its good faith and prudent judgment. The Consultant shall not commence any additional work or the change of the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws

The Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal

statute or the promulgation or regulations thereunder after execution of this Contract shall be reviewed by the State and the Consultant to determine whether the provisions of the Contract require formal modification.

10. Security and Privacy of Health Information: Deleted; not applicable.

11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Consultant further agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Consultant in furtherance of this Contract shall be the property of the State. The Consultant shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Consultant. The Consultant hereby specifically waives and /or releases to the State any cognizable property right of the Consultant to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

12. Confidentiality of State Information

The Consultant understands and agrees that data, materials and information disclosed to Consultant may contain confidential and protected data. Therefore, the Consultant promises and assures that data, material and information gathered, based upon or disclosed to Consultant for the purposes of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

13. Conflict of Interest

A. As used in this section:

"Immediate Family" means the spouse and unemancipated children of an individual.

"Interested Party" means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Consultant, if Consultant is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Consultant if any interested party is an employee of the State of Indiana.

- C. The Department will not exercise its right of cancellation under section B above if the Consultant gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action , including cancellation of this contract, consistent with an opinion of the Commission obtained under this section.
- D. Consultant has an affirmative obligation under this contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Consultant knows or reasonably could know.

14. Continuity of Services

- A. The Consultant recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Consultant, may continue them. The Consultant agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Consultant shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase out services required.The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Consultant shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The Consultant shall be allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Consultant also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Consultant shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Consultant shall be reimbursed for all reasonable phase-in, phase-out costs (i.e. costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

Consultant certifies, by entering into this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Consultant.

16. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Consultant may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

17. Disputes

A. Should any disputes arise with respect to this Contract, Consultant and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract that are not affected by the dispute. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or Consultant as a result of such failure to proceed shall be borne by the Consultant, and the Consultant shall make no claim against the State for such costs. If the State and Consultant cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Consultant and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written

request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Consultant to terminate this contract, and the Consultant may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace

The Consultant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Consultant will give written notice to the State within ten (10) days after receiving actual notice that the Consultant or an employee of the Consultant has been convicted of a criminal drug violation occurring in Consultant's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Consultant hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Consultant and made a part of the contract or agreement as part of the contract documents.

The Consultant certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the

Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) Consultant's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Consultant, the Consultant will release selected employee from any non-compete contracts that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume

performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

21. Funding Cancellation

When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

23. Indemnification

Consultant agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Consultant. The State shall not provide such indemnification to Consultant.

24. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents or employees of the other party.

The Consultant shall be responsible for providing all necessary unemployment and worker's compensation insurance for Consultant's employees.

25. Information Technology Accessibility: Deleted; not applicable.

26. Key Person(s): Deleted; not applicable.

27. Licensing Standards

The parties agree that Consultant and its employees will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Consultant pursuant to this Contract. The State shall not be required to reimburse Consultant for any services performed when Consultant or its employees are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Consultant shall notify State immediately and the State, at its option, may immediately terminate the contract.

28. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Consultant shall not discriminate against any employee or applicant for employment in the performance of this contract. The Consultant shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Contract. The Consultant's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

29. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notice to the State shall be sent to:

Office of the Attorney General
Attn: Tony Rogers
402 W. Washington Street
IGCS, 5th Floor
Indianapolis, IN 46204

B. Notice and payments to the Consultant shall be sent to:

Huber Consulting, LLC
510 E. Cottage Grove Ave.
Suite 2L
Bloomington, IN 47408

30. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) attachments prepared by the Consultant.

31. Ownership of Documents & Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials not developed or licensed by the Consultant prior to execution of this Contract, but specifically developed under this contract shall be considered "work for hire" and the Consultant transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Consultant, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Consultant shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Consultant. Any loss or damage thereto shall be restored at the Consultant's expense. Full, immediate, and unrestricted access to the work product of the Consultant during the term of this Contract shall be available to the State.

32. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

33. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

34. Progress Reports

The Consultant shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the

purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

35. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the original contract. Exercise of this option is at the sole discretion of the State and is not subject to agreement or acceptance by the Consultant.

36. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

37. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

38. Successors and Assignees

The Consultant binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as above set forth, the Consultant shall not assign, sublet or transfer interest in this Contract without the prior written consent of the State of Indiana.

39. Taxes

The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Consultant as a result of this Contract.

40. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Consultant of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Consultant shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of termination. The

Consultant shall be compensated for services herein provided but in no case shall total payment made to the Consultant exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

41. Termination for Default: deleted; not applicable

42. Registration with the Secretary of State of Indiana

The Consultant certifies that if it is a non-domestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

43. Travel

Expenditures made by the Consultant for travel will be reimbursed by the State at the current rate paid by the State of Indiana and upon pre-approval by the State. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular (#97-1.1). Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

44. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

45. Work Standards

The Consultant shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals and Consultant shall grant such request.

46. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2002 IDOA Professional Services Contract Manual) in any way except for the following clauses which are identified by name below: **10. Security and Privacy of Health Information: Deleted; not applicable. 25. Information Technology Accessibility: Deleted; not applicable. 26. Key Person(s): Deleted; not applicable. 41. Termination for default: Deleted; not applicable.**

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Consultant, or that he/she is the representative, agent, member, or officer of the Consultant, that he/she has not, nor has any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, Consultant and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Huber Consulting, LLC

By: 

Printed Name: Michael J. Huber

Title: Principal

Date: 2/26/2004

The Indiana Attorney General

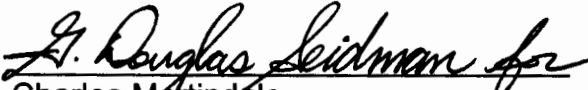
By: 

Printed Name: Larry Hopkins

Title: CEO

Date: 3-3-04

DEPARTMENT OF ADMINISTRATION

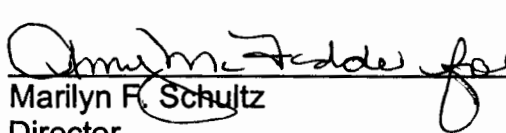


Charles Martindale

Commissioner

Date: 3/22/04

STATE BUDGET AGENCY

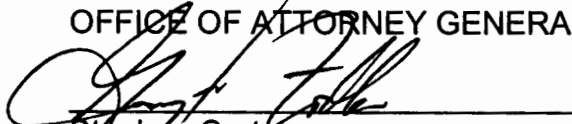


Marilyn F. Schultz

Director

Date: 3-24-04.

OFFICE OF ATTORNEY GENERAL



Stephen Carter

Attorney General

Date: 3-25-04

141014

EXHIBIT A

- 1) Voluntary Compliance Program Implementation: Provide data and support for the Unclaimed Property Division's (UPD's) communication with Indiana holders that have requested voluntary compliance. Draft relevant forms and materials to be posted on the UPD's web site.
- 2) 2004 Legislative Effort: Deliver a 2003 Update and Report on the UPD's 2003 successes and its current strategic initiatives. Assist as needed with preparing property lists for State Legislators. Provide the Attorney General with data and support to assist with 2004 legislation.
- 3) Online Auctions: Draft business process requirements, draft RFP, and assist in selecting vendor for online auction of the UPD's safekeeping items.
- 4) Speed Claims: Draft the business process requirements for expediting the UPD's low-value claims to owners. Draft policy, review with the Advisory Section, and help the UPD implement policy.
- 5) Voluntary Compliance Program, Candidate Identification: Assist in continuing partnership with the Indiana Department of Revenue to identify good candidates for voluntary compliance program. Generate a database of candidates that the UPD can utilize to contact holders, educate holders on unclaimed property law, and promote the voluntary compliance program.

FIRST AMENDEMENT/RENEWAL TO CONTRACT
A56-4-04-2

This is an amendment/renewal to the contract entered into by and between **The Office of the Attorney General** (hereinafter referred to as "State") and **Huber Consulting** (hereinafter referred to as "Contractor")

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Paragraph 1 ("Duties of Consultant") is hereby amended to add the duties outlined in Exhibit A1, attached hereto and incorporated herein.

B. Paragraph 2 ("Consideration") is hereby deleted in its entirety and replaced with the following:

Consultant shall be paid an hourly rate of eighty dollars (\$80.00). Total remuneration under this Contract shall not exceed thirty-nine thousand dollars (\$39,000.00).

C. Paragraph 3 ("Term") is hereby deleted in its entirety and replaced with the following:

The term of this Contract is from February 1, 2004 to December 31, 2004.

D. Paragraph 47 ("Ethics") is hereby added:

Consultant shall abide by all ethical requirements that apply to persons who have a business relationship with an agency, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Consultant is not familiar with these ethical requirements, he should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If Consultant or his agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to Consultant. In addition, Consultant may be subject to penalties under Indiana Code § 4-2-6-12."

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment/renewal shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member, or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

IN WITNESS WHEREOF, Counsel and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Michael Huber

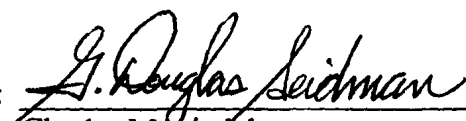
By: 

Title: Principal

Date: 7/16/2004

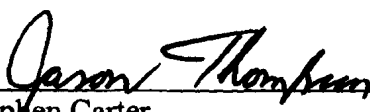
APPROVED BY:

DEPARTMENT OF ADMINISTRATION

By:  (for) Charles Martindale,
Commissioner

Date: 8/12/04

APPROVED AS TO FORM AND
LEGALITY:

By:  (for)
Stephen Carter,
Attorney General of Indiana

Date: 8-24-04


Indiana Attorney General

By: 

Stephen Carter
Attorney General of Indiana

Date: July 16, 2004

STATE BUDGET AGENCY

By:  (for) Marilyn Schultz,
State Budget Director

Date: 8/23/04

EXHIBIT A1

During the month of August, 2004 the contractor's hours will be increased to between 20-30 hours per week to accomplish the following:

(1) Work with vendor to set up appraisal and inventory of unclaimed property items. Provide vendor with information and data on UPD's business practices to insure items are not lost or stolen. Provide quality assistance to insure vendor follows UPD's scope of services for on-line auction.

(2) Prepare content for holder web site. Work with OAG IT staff to implement new content on zero reporting utility for holder web site.

(3) Initiate and establish on-line claims review processes

From September 2004, through December 2004, the contractor will decrease hours to work 5-10 hours per week on voluntary compliance programs, holder education, and other special projects as designated by the Director of Unclaimed Property.